

**MAINTENANCE AGREEMENT
for
STORMWATER MANAGEMENT SYSTEM**

This Agreement is entered into this _____ day of _____, _____,
by and between _____, hereinafter referred to
as the "Landowner" and the Board of Supervisors of Stafford County, Virginia, hereinafter
referred to as "County".

WITNESSETH:

WHEREAS, the Landowner has submitted a development plan for a project known as _____, which includes, among other features, a
system that regulates peak rates of discharge and/or quality of runoff water (the term "*system*"
includes any and all components designed to regulate flow, provide storage for runoff water,
remove pollutants from runoff water and increase infiltration of runoff water into the soil); and

WHEREAS, the Landowner will install the system in order to comply with one or more
of the following laws, regulations and codes:

Virginia Code

| | |
|-------------------------------|----------------------------------|
| Title 62.1, Ch. 3.1, Art. 2.3 | Stormwater Management Act |
| Title 62.1, Ch. 3.1, Art. 2.5 | Chesapeake Bay Preservation Act |
| Title 62.1, Ch. 3.1, Art. 2.4 | Erosion and Sediment Control Law |

Virginia Administrative Code

| | |
|---------------------|--|
| 9VAC25-870 et seq. | Virginia Stormwater Management Program (VSMP) Regulation |
| 9VAC25-830 et seq. | Chesapeake Bay Preservation Area Designation and Management Regulations |
| 9 VAC25-840 et seq. | Erosion and Sediment Control Regulations |

Stafford County Code

| | |
|--------------|---|
| Chapter 21.5 | Stormwater Management |
| Sec. 27B | Chesapeake Bay Preservation Area Overlay District |
| Chapter 11 | Erosion and Sediment Control; and |

WHEREAS, this system includes _____

WHEREAS, it is in the best interests of both parties and the general public to ensure
proper maintenance of the system; and

WHEREAS, a maintenance plan (Attachment _____) for the system has been submitted by
the Landowner and approved by the County in conjunction with this Agreement; and

Tax Map/Parcel(s) Number _____

WHEREAS, both parties desire to ensure sufficient maintenance to maintain the integrity and the proper functioning of the system;

NOW, THEREFORE, for and in consideration of the mutual covenants stated below, the parties agree as follows:

1. The County shall:

- A. Release construction security after as-built plans and other appropriate certifications, showing adequate completion of the system, have been submitted and approved by the County and after an inspection report prepared by County staff recommends approval of the system. The certification shall be made by a Professional Engineer (or a qualified Class B surveyor or certified Landscape Architect) and shall certify that the as-built plan represents the actual condition of the structure(s) and shows that all aspects of the structure(s) conform substantially with the approved design plans and the Stafford County Stormwater Management Design Manual. Where the as-built condition varies significantly from the approved design, appropriately revised calculations shall also be provided by the professional certifying the system.
- B. Perform maintenance inspections and provide copies of the maintenance inspection reports to the Landowner. These inspections will be performed at reasonable times (between 8 A.M. and 4:30 P.M., Monday through Friday) and with the Landowner or agent(s) of the Landowner, if available. Periodic inspections may be conducted after storms producing high rates of runoff. Whenever possible, the County shall notify the Landowner prior to entering the property.

2. The Landowner shall:

- A. Construct the system in accordance with approved designs. Provide as-built data and drawings, soil/geotechnical reports, and other certifications requested by the County in order to document compliance with the approved designs and the requirements set forth in Stafford County's Stormwater Management Design Manual.
- B. Provide maintenance, which keeps the system in good working order acceptable to the County. Such maintenance shall be provided in perpetuity unless and until both parties formally enter into a revised agreement. Maintenance inspections will be performed within twenty-four (24) hours after each rainfall of one (1) inch or more.
- C. Provide a right of ingress and egress for the County and agents of the County for maintenance inspections and, if deemed by the County to be needed and not adequately done by the Landowner within a reasonable time after due notice, maintenance and repair of the system. Thirty (30) days shall normally be regarded as a reasonable time. The Landowner will reimburse the County for maintenance and repair costs within ten (10) working days after receiving a request for reimbursement. It is expressly understood and agreed that the County is under no obligation to maintain or repair said system, and in no

event shall this Agreement be construed to impose any such obligation on the County.

However, if the County performs or otherwise provides maintenance and/or repair, the Landowner will hold harmless and indemnify the County with regard to damage to or destruction of personal or real property.

- D. Keep written records of inspections and repairs and provide access to those records to the County upon request.
- E. Record this Agreement in the land records of Stafford County along with a copy of the approved maintenance plan. The Landowner also stipulates, by this Agreement, that final plats for any and on which this system and/or a portion of this system is situated will include a reference to this Agreement and to its location (deed book designation, page number, etc.) in the land records of Stafford County.
- F. Agree that the terms of this Agreement shall be binding upon the heirs, successors and assigns of the Landowner and that any subsequent owner of the property shall be responsible for the maintenance of the system and shall hold the County harmless from any loss, damage, injury, cost or other claim resulting from the operation of the subject system.
- G. Agree that for any systems to be maintained by a property owner's association, deed restrictions and covenants will include membership in a property owner's association responsible for providing maintenance of the system.

WITNESS THE FOLLOWING SIGNATURES:

DEVELOPER/OWNER:

OWNER'S NAME: _____

EXECUTIVE OFFICER'S NAME (PRINTED): _____

ADDRESS: _____

TITLE: _____

SIGNATURE OF OFFICER: _____

COMMONWEALTH OF VIRGINIA
COUNTY OF STAFFORD, to wit:

If Corporation or Company:

The foregoing Agreement was acknowledged by me this _____ day
of _____, 20__, by _____,
who is the _____ of the [Corporation]
[Company] and authorized to bind the [Corporation] [Company].

My commission expires: _____

Notary Public

Or, if individual:

The foregoing Agreement was acknowledged by me this _____ day
of _____, 20__, by _____, the
owner.

My commission expires: _____

Notary Public

BOARD OF SUPERVISORS OF STAFFORD
COUNTY, VIRGINIA

By: _____
Jeffrey A. Harvey
Director of Planning and Zoning

COMMONWEALTH OF VIRGINIA
COUNTY OF STAFFORD, to-wit:

The foregoing Agreement was acknowledged before me this _____ day of
_____ by Jeffrey A. Harvey, Director of Planning and Zoning on behalf of the
Board of Supervisors of Stafford County, Virginia.

My commission expires: _____

Notary Public